

STATE OF NEW HAMPSHIRE

GRAFTON COUNTY, SS

SUPERIOR COURT

State of New Hampshire
Department of Environmental Services

v.

6CSC 708JUL 2AM 9:40

Luminescent Systems, Inc.

CONSENT DECREE**A. INTRODUCTION**

1. Petitioner, the State of New Hampshire Department of Environmental Services, by and through counsel, the Attorney General's Office (hereinafter "State"), and the Respondent, Luminescent Systems Inc., (hereinafter "LSI" or "Defendant"), by and through counsel, Sherilyn Young, Esq., Rath, Young & Pignatelli, P.C., hereby agree to the terms and conditions set forth in this Consent Decree, as ordered by the Superior Court of Grafton County, in settlement of the alleged violations of the New Hampshire Hazardous Waste Management Act, RSA 147-A, as asserted by the State in the Petition for Civil Penalties filed with the Court simultaneously with this Consent Decree. The State's Petition is attached as Exhibit A hereto.
2. This Consent Decree resolves the violations alleged in the State's Petition through the date of entry of the Decree; in particular, violations of RSA 147-A, the State's hazardous waste rules and permits issued thereunder. The alleged violations relate to noncompliance with statutory and regulatory hazardous waste requirements. In particular, the State alleges that LSI failed to properly manage hazardous waste at its facility located at 4 Lucent Drive, Lebanon, New Hampshire (hereinafter "facility"), by failing to deliver hazardous waste to a facility authorized to handle such waste, failing to

conduct adequate hazardous waste determinations, and failing to comply with various generator requirements. The Petition seeks civil penalties in the amount of \$50,000 for each day of a continuing violation, as provided under RSA 147-A:17 (2005).

3. LSI is required to comply with all federal and State hazardous waste management laws, rules, and permits, at the facility.

4. The State and LSI, wishing to avoid the expense of litigation, agree without adjudication of the facts or law, that settlement of this matter is in the public interest and that entry of this Decree without further litigation is an appropriate way to resolve any dispute. The parties consent to entry of this Decree.

NOW THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

B. STATEMENT OF CLAIMS

5. The Petition filed herein states claims upon which relief can be granted.

C. JURISDICTION AND VENUE

6. This Court has jurisdiction over the parties and this action pursuant to RSA 147-A:4, RSA 147-A:9 and RSA 147-A:17 (2005). Venue is proper in this county because the facility in question is located in Lebanon, New Hampshire.

D. CIVIL PENALTIES AND SUPPLEMENTAL PROJECTS

7. LSI agrees to pay a total civil penalty of ninety thousand dollars (\$90,000) in cash payments, in exchange for a release and full settlement of the specific violations alleged in the Petition relating to hazardous waste statutes, rules, and permits at the LSI facility through the date of entry of this Decree.

8. The total civil penalty shall be satisfied through a combination of cash payments in the amount of fifty thousand dollars (\$50,000) to the State's Hazardous Waste Cleanup Fund and through performance of a Supplemental Environmental Project (hereinafter "SEP") to benefit the City of Lebanon Municipal Landfill within the time frames and criteria set forth herein. No federal or state tax deduction may be taken with regard to any civil penalty imposed by this Decree.
9. LSI shall make a lump sum payment in the form of a certified check in the amount of fifty thousand dollars (\$50,000) payable to "Treasurer, State of New Hampshire- Hazardous Waste Cleanup Fund." The payment shall be delivered by hand or certified mail to the Office of the Attorney General, Environmental Protection Bureau, 33 Capitol St, Concord, NH 03301, Attn: Maureen D. Smith, Senior Assistant Attorney General, within (30) days of effective date of this Decree. LSI shall pay interest on any late payment, which interest shall accrue at a rate of 10% per annum, per RSA 336:1.
10. In exchange for a credit of up to forty thousand dollars (\$40,000) towards any civil penalty that might have been imposed, LSI agrees to perform the SEP by funding up to forty thousand dollars (\$40,000) for construction of a hazardous materials storage system at the City of Lebanon's municipal landfill. Based upon estimates provided from the City of Lebanon, which are attached as Exhibit B, the cost of constructing a structure in which to temporarily store household and other hazardous materials brought to the Lebanon Municipal Landfill is approximately forty thousand dollars (\$40,000). The estimate includes a cement foundation and building construction costs. The parties agree that construction of a hazardous materials storage system in the City of Lebanon provides a substantial public health and environmental benefit to the City's residents.

11. LSI shall arrange with the City of Lebanon for direct payments not to exceed a total of forty thousand dollars (\$40,000), which shall be made by LSI to specified contractors within thirty (30) days of written request by the City of Lebanon, which request shall include the City's approval of the contractor invoices. Payment shall be made by certified check directly payable to the contractors specified by the City, with a copy to the City.
12. LSI shall notify the Attorney General's Office within thirty (30) days of any payments made to contractors for the City of Lebanon under the terms of this Decree. Within eighteen (18) months of the effective date of this Decree, LSI shall submit a certification of completion signed by a corporate officer attesting that the SEP set forth in paragraphs 10 and 11 has been performed and that all payments requested by the City of Lebanon for construction of the City's hazardous materials storage system, not to exceed forty thousand (\$40,000), have been paid in full. If such payments do not total forty thousand (\$40,000) within eighteen (18 months) of the effective date of this Decree, the difference between any payments made and forty thousand (\$40,000) shall be paid to the State's Hazardous Waste Cleanup Fund, as set forth in paragraph 9 herein, within thirty (30) days, subject to interest of 10% per annum for any late payment. In no event shall the total payments made by LSI under the terms of this Consent Decree exceed ninety thousand dollars (\$90,000), plus applicable interest.
13. LSI agrees that any public statements, oral or written, making reference to the SEP shall include the following language: "This project was undertaken in connection with a settlement with the State of New Hampshire for alleged violations of environmental laws."

14. LSI hereby certifies that, as of the date of this Decree, LSI is not otherwise required by virtue of any local, state or federal statute, regulation, order, consent decree, permit or other law or agreement, to develop or implement any aspect of the SEP required by this Decree.

E. Effect of Decree

15. This Decree and all obligations assumed hereunder shall apply to and be binding upon Luminescent Systems, Inc. and its successors and assigns.

16. The New Hampshire Department of Environmental Services, by and through the Attorney General, releases and covenants not to sue or take any administrative action against LSI and its successors and assigns for the violations alleged in the Petition or for violations that might have been based on specific material facts alleged in the Petition, through the effective date of this Decree. The State expressly reserves the right to sue or to bring administrative actions against LSI and its successors and assigns with regard to claims or liability for violations not specifically alleged in the State's Petition and LSI reserves any and all defenses with regard to such state claims. The State also reserves the right to bring an action to enforce the terms of this Decree.

17. The parties acknowledge that LSI and its successors and assigns have a continuing obligation to remain in compliance with all applicable federal and state laws, rules and permits relating to its facility. The State reserves the right to bring any administrative, civil, or criminal action for any hazardous waste, solid waste, or other environmental violation arising after the effective date of this Decree. This reservation of rights includes, but is not limited to, violations that occur in connection with the terms of this Decree. LSI reserves any and all defenses with regard to such State claims.

18. It is the intention of the parties that this Decree be entered and enforced as an Order of the Court, subject to all the power of the Court at law and equity. Once the Decree is entered as an Order by the Court, LSI acknowledges that any violation of the Decree or the agreements reflected herein may be cause for LSI being adjudged in contempt of court and hereby waives any objections to jurisdiction or service of process if such remedy is sought by the State.
19. The State's failure to enforce any provision of this Decree after any breach or default shall not be deemed a waiver of its right to enforce each and all of the provisions of this Decree upon further breach or default.
20. This Decree contains the entire agreement of the parties, and any material modifications hereto must be agreed to in writing between LSI and the State, through the Attorney General's Office, and filed with the Court. Such modifications become effective when approved by the Court. The parties may agree in writing without Court approval of non-material modification, such as modification to schedules established by this Decree with no effect on statutory, regulatory, or permitted obligations. Such non-material modifications become effective upon execution by both parties.
21. The effective date of this Decree shall be the date upon which it is entered as an Order of the Court.
22. This Decree shall be construed in accordance with the laws of the State of New Hampshire.
23. Each party shall bear its own costs and attorneys' fees.
24. This matter may be closed after ninety (90) days of the Court's approval of this Decree. The Court shall retain jurisdiction of this matter for purposes of enforcement of

the Decree and shall reopen the case upon motion by either party for enforcement of its terms.

CONSENTED TO:

THE STATE OF NEW HAMPSHIRE

KELLY A. AYOTTE
ATTORNEY GENERAL

By: Maureen D. Smith

Maureen D. Smith, ⁴⁸⁵⁷
Senior Assistant Attorney General
Office of the Attorney General
33 Capitol Street
Concord, NH 03301
Tel: (603) 271-3679

LUMINESCENT SYSTEMS, INC.

By: Frank G. Johns III

Frank G. Johns III
Vice President
Luminescent Systems, Inc.
4 Lucent Drive
Lebanon, NH 03766-1439
(603) 643-7766

COUNSEL FOR DEFENDANT
RATH, YOUNG, AND PIGNATELLI, P.C.

By: Sherilyn Burnett Young

Sherilyn Burnett Young, Esq., ²⁷⁰⁰
One Capitol Plaza
P.O. Box 1500
Concord, NH 03302-1500
Tel: (603) 226-2600

The Court finds that this Consent Decree is a reasonable and fair settlement of the State's alleged violations and adequately protects the public interest.
Date and entered this _____ day of _____, 2008.

SO ORDERED

Date: 7/11/08



Presiding Judge Peter H. Bornstein

EXHIBIT A

THE STATE OF NEW HAMPSHIRE

GRAFTON COUNTY SS

SUPERIOR COURT

State of New Hampshire
Department of Environmental Services

v.

Luminescent Systems, Inc.

Docket No. _____

PETITION FOR CIVIL PENALTIES

NOW COMES the State of New Hampshire Department of Environmental Services ("DES"), by and through its counsel, the Office of the Attorney General ("State"), and petitions this Court for assessment of civil penalties against Luminescent Systems, Inc. ("LSI" or "Defendant") as follows:

A. INTRODUCTION

1. This is an action for civil penalties under the authority of the New Hampshire Hazardous Waste Rules, promulgated pursuant to the New Hampshire Hazardous Waste Management Act and codified as RSA Chapter ("Ch") 147-A, against LSI for violations of New Hampshire's hazardous waste laws, rules, and permits. The State alleges that LSI failed to properly manage hazardous waste at its facility located at 4 Lucent Drive, Lebanon, NH. Among other violations, LSI failed to deliver its hazardous waste to an authorized facility, conduct adequate hazardous waste determinations, and provide hazardous waste training to their employees. The State seeks civil penalties in

connection with the release and threatened release of hazardous waste at the City of Lebanon Landfill ("Landfill") in West Lebanon, New Hampshire.

B. PARTIES

2. The petitioner, DES with principal offices at 29 Hazen Drive, Concord, New Hampshire 03302, is the state agency responsible for the administration and enforcement of RSA Ch. 147-A and adopted rules, for the purpose of protecting human health and preserving the natural environment.

3. The Defendant is a foreign corporation that registered with the New Hampshire Secretary of State's Office of February 3, 1999. LSI's New Hampshire facility has a principle office and mailing address of 4 Lucent Drive, Lebanon, New Hampshire 03766-1439. LSI's headquarters are located at 130 Commerce Way, East Aurora, New York 14052.

C. JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to RSA 147-A:4 (2006) and RSA 147-A:17 (2006). Venue is proper in this county because the facility in question is located in Lebanon, New Hampshire.

D. FACTUAL BACKGROUND

5. LSI's Lebanon, New Hampshire facility ("the facility") manufactures electroluminescent lamps, aviation light products (cockpit lighting, emergency lighting, and formation lighting for military aircraft, ships, and helicopters), keyboards, keypads, and data entry equipment.

6. LSI originally notified the United States Environmental Protection Agency ("EPA") of its activities on March 25, 1999. EPA Identification Number NHID510017304 was assigned to LSI's site.
7. On August 11, 2005, DES personnel performed a compliance inspection of LSI's facility. Based upon the inspection, DES identified twelve (12) violations of RSA Ch. 147-A and the New Hampshire Hazardous Waste Rules.
8. As a result of the compliance inspection, on August 26, 2005, DES issued Letter of Deficiency No. WMD 05-023 ("LOD"), which identified eleven (11) deficiencies of the Hazardous Waste Rules at LSI's facility. (*See Attachment 1, LOD No. WMD 05-023, incorporated by reference herein.*)
9. On October 7, 2005, LSI informed DES that the Filters and Wipers failed the Toxicity Characteristic Leaching Procedure ("TCLP") for chromium.
10. On October 20, 2005, LSI submitted a full report of the testing performed by Eastern Analytical on the Filters, Wipers, ink making and screen printing solid waste, and used oil. The Filters and Wipers were determined to be hazardous waste. The reported total concentration of chromium in the Wipers is 42 milligrams per liter ("mg/L") by the TCLP. The reported total concentration of chromium in the Filters is 69 mg/L by the TCLP. Env-Wm 403.06 specifies that a waste is hazardous if it contains chromium at a concentration greater than or equal to 5 mg/L. LSI informed DES that the Filters and Wipers would be managed as hazardous waste and that updates have been made to the Training Program and Contingency Plan.
11. On November 10, 2005, DES issued a Notice of Findings ("NOF") to LSI, which informed the Defendant that hazardous waste determinations had been conducted on the

waste Filters and Wipers. DES identified an additional hazardous waste compliance deficiency, not identified in the LOD, for failure to obtain a permit for disposal of a hazardous waste as a solid waste (i.e., Filters and Wipers). The NOF also requested that LSI provide additional information on how long they had been disposing of the Filters and Wipers as a solid waste, the quantity of Filters and Wipers that had been disposed during that time period, and the names of each facility that received the Filters and Wipers. (See Attachment 2, included herein by reference).

12. In response to the LOD, on November 11, 2005, LSI submitted documents requested by DES including an Integrated Contingency Plan, Emergency Response Team Roster, Draft Hazardous Waste Employee Training Requirements, and a Draft Hazardous Waste Employee Roster.

13. In response to DES inquiries from NOF, on December 2, 2005, LSI submitted information that they had been disposing of Filters and Wipers as solid waste for a fifteen (15) year time period. LSI estimated that the total quantity of Wipers and Filters disposed over the fifteen (15) year time period was 12,655 pounds and 2,430 pounds, respectively. All of the Wipers and Filters were disposed of in the City of Lebanon Landfill in West Lebanon, New Hampshire.

14. On January 13, 2006, DES issued a letter to LSI requesting that LSI provide an economic benefit analysis. The economic benefit derived by LSI would be the cost of disposal had these wastes been properly characterized as hazardous. DES requested that LSI provide the actual costs incurred by LSI for the disposal of the Filters and Wipers as a "non-hazardous" waste and the current actual cost as a hazardous waste.

15. On February 17, 2006, LSI submitted the economic benefit analysis requested by DES. LSI estimated that the cost to dispose of the Filters and Wipers as a hazardous waste over the fifteen (15) year time period was twelve thousand three hundred ninety four dollars (\$12,394).

COUNT I
Failure to Obtain a Permit

16. The State realleges and incorporates by reference the allegations contained in paragraphs 1 through 15 herein.

17. RSA 147-A:4 and the State's Hazardous Waste Rules, Env-Wm 353, require that any person disposing of hazardous waste must, in accordance with Env- Wm 353.01, obtain a standard permit.

18. LSI improperly disposed of hazardous waste because it placed both Filters and Wipers that have a total concentration of chromium above the regulated limit into a dumpster where the hazardous waste was disposed of as a solid waste in the Landfill. LSI shipped for disposal off-site 15,085 pounds of Filters and Wipers as solid waste. Env-Wm 403.06 specifies that waste is a characteristic hazardous waste if it contains chromium at a concentration of greater than or equal to 5 mg/L. Thus, LSI illegally disposed of hazardous waste because it placed 15,085 pounds of Filters and Wipers having a total concentration of chromium by the TCLP of 69 mg/L and 42 mg/L, respectively, in the Landfill.

19. For fifteen (15) years, LSI disposed of the Filters and Wipers as solid waste in the City of Lebanon Landfill without obtaining a standard permit for disposal in violation of Env-Wm 353.

20. Under RSA 147-A:17, LSI is subject to civil forfeiture to the State of up to \$50,000 for each violation and for each day of a continuing violation.

COUNT II

Failure to Conduct Adequate Hazardous Waste Determinations

21. The State realleges and incorporates by reference the allegations contained in paragraphs 1 through 20 herein.

22. Under Env-Wm 502.01, all generators of waste are required to determine if that waste is hazardous.

23. Prior to the DES compliance inspection, LSI failed to determine whether the Filters and Wipers were hazardous. Subsequently, LSI determined that both the Filters and Wipers were hazardous because the waste contained levels of chromium that fell above the regulated limit.

24. LSI operated for fifteen (15) years in violation of Env-Wm 502.01 for failing to conduct adequate hazardous waste determinations. Thus, during that time period, LSI's hazardous Filters and Wipers were improperly disposed of as solid waste.

25. Under RSA 147-A:17, LSI is subject to civil forfeiture to the State of up to \$50,000 for each violation and for each day of a continuing violation.

COUNT III

Notification Violations

26. The State realleges and incorporates by reference the allegations contained in paragraphs 1 through 25 herein.

27. Under Env-Wm 504.02 (b)(7), generators of hazardous waste must notify DES of its generator status.

28. LSI notified as a Full Quantity Generator ("FQG") of >1000 kilograms/month. However, after reviewing LSI's waste disposal records, DES determined that LSI's generator status might be that of a FQG generating between 100-1000 kilograms/month.
29. Thus, LSI failed to notify DES of its correct FQG information.
30. Under RSA 147-A:17, LSI is subject to civil forfeiture to the State of up to \$50,000 for each violation and for each day of a continuing violation.

COUNT IV
Full Quantity Generator Requirements

31. The State realleges and incorporates by reference the allegations contained in paragraphs 1 through 30 herein.
32. Under Env-Wm 509.02(a)(1), FQGs must comply with 40 CFR 265.15. 40 CFR 265.15 states that the operator must develop and follow a written inspection schedule and that the operator must record inspections in an inspection log or summary.
33. LSI failed to document inspections of the storage area for one (1) week in the six (6) months prior to the DES inspection.
34. Under Env-Wm 509.02(a)(2), FQGs must comply with 40 CFR 265.16. Subsection (a)(1) of that section states that facility personnel must successfully complete a program of classroom instruction or on-the-job training that teaches them to perform their duties in a way that ensures that facility's compliance. In addition, 40 CFR 265.16(c) states that facility personnel must take part in an annual review of the initial training required in 40 CFR 265.16(a)(1).
35. LSI's Alternate Emergency Coordinator did not receive annual hazardous waste training in 2002, 2003 and 2004 as required by Env-Wm 509.02(a)(2). LSI's training records failed to document a training program which included a list of hazardous waste

job titles, job descriptions, descriptions of introductory and continuing training to be provided for each position, and names of employees filling each position.

36. Under Env-Wm 509.02(a)(5), FQGs must comply with 40 CFR part 265 Subpart D. 40 CFR 265.53, Subpart D states that a copy of the contingency plan must be maintained at the facility. Additionally, 40 CFR 265.52(a)-(f) states the required content of a contingency plan.

37. LSI's contingency plan failed to contain home addresses of the emergency coordinators and provisions that the emergency coordinator will immediately notify the Division. Furthermore, copies of the plan had not been submitted to the local authorities.

38. Under Env-Wm 509.02(b), FQGs must post a list of the steps to take if an emergency occurs and emergency numbers at the nearest telephone to each hazardous waste storage area.

39. LSI's emergency posting at the nearest telephone to the main hazardous waste storage area failed to document the location of fire extinguishers, spill control material and alarms as required by Env-Wm 509.02(b).

40. Thus, LSI failed to comply with the rules for FQGs in violation of Env-Wm 509.02.

41. Under RSA 147-A:17, LSI is subject to civil forfeiture to the State of up to \$50,000 for each violation, and for each day of a continuing violation.

COUNT V **Used Oil Violations**

42. The State realleges and incorporates by reference the allegations contained in paragraphs 1 through 41 herein.

43. Under Env-Wm 807.06(b), generators storing used oil on site must clearly mark used oil containers with "Used Oil for Recycle" and must conduct an initial used oil determination.

44. LSI failed to mark one (1) five-gallon container of used oil located in the maintenance area, destined for recycling with the words "Used Oil for Recycle" as required by Env-Wm 807.06(b)(4).

45. LSI failed to conduct a used oil determination for the hydraulic oil waste stream as required by Env-Wm 807.06(b)(7).

46. Thus, LSI failed to comply with the rules for used oil and violated Env-Wm 807.06(b).

47. Under RSA 147-A:17, LSI is subject to civil forfeiture to the State of up to \$50,000 for each violation, and for each day of a continuing violation.

COUNT VI

Universal Waste Management Violations

48. The State realleges and incorporates by reference the allegations contained in paragraph 1 through 47 herein.

49. Under Env-Wm 1102.03, a universal waste handler must manage commonly generated items, including batteries and lamps.

50. Under Env-Wm 1102.03 (c)(1), when containment of universal waste batteries is required by the rules, the containers shall be, "closed, except when universal waste is being added to or removed from the container."

51. LSI failed to close four (4) containers of universal waste lamps as required by Env-Wm 1102.03(c)(1).

52. LSI failed to clearly label one (1) container of universal waste batteries with one, two, or all of the following: "Universal Waste Battery(ies)," "Waste Battery(ies)," or "Used Battery(ies)." LSI also failed to mark one (1) container of universal waste mercury devices with the words "Universal Waste- Mercury Containing Device(s)," "Waste Mercury- Containing Device(s)," or " Used Mercury-Containing Device(s)." Env-Wm 1102.03, Env-Wm 1109.04 and Env-Wm 1111.04 require these markings.

53. LSI failed to maintain an inventory system on-site that identifies the date each universal waste became a waste or was received, as required by Env-Wm 1102.04(a)(2)(c).

54. Thus, LSI failed to comply with universal waste management requirements in violation of Env-Wm 1102.03 and Env-Wm 1102.04.

55. Under RSA 147-A:17, LSI is subject to civil forfeiture to the State of up to \$50,000 for each violation, and for each day of a continuing violation.

REQUESTS FOR RELIEF

WHEREFORE, the State respectfully requests that this Honorable Court order the following relief:

A. Asses a civil forfeiture in the amount of \$50,000 per day for each violation of the hazardous waste statutes, rules, permits and orders, as provided under RSA 147-A:17;

B. Grant such other and further relief as this Court may deem just and equitable.

Respectfully submitted,

THE STATE OF NEW HAMPSHIRE
KELLY A. AYOTTE
ATTORNEY GENERAL

Dated: July 2, 2008

By: Maureen D. Smith

Maureen D. Smith, Bar No. 4857
Senior Assistant Attorney General
Environmental Protection Bureau
33 Capitol Street
Concord, New Hampshire 03301-6397
(603) 271-3679

Exhibit B

Dawg, Inc.
25 Lassy Court
Terryville, CT 06786

Phone: (800) 935-3284 Fax: (800) 545-7297

Quote # 27290
Job Description: Chemical Storage Building
Date: 11/14/07
Quoted By: Scott Bakewell
sbakewell@dawginc.com

Contact Person: Marc Morgan
Company: City of Lebanon
Phone: 603-298-6486
Fax: 603-298-6498
email: marc.morgan@lebcity.com

MODEL #	QUANTITY	DESCRIPTION	COST/UNIT	EXTENDED COST
FL2608	1	Hazardous Materials Storage System 36 Drums / 144 Sq.Ft. / 537.8 Gallons Sump Capacity 2 HR Fire Rated / FM Approved 26' x 8' x 9'	\$32,220.00	\$32,220.00

Building & Accessory Total: \$32,220.00
Estimated Freight: \$3,000.00
Total Price: \$35,220.00

Standard Features

WALL STRUCTURAL FRAMEWORK: Two (2) hour fire rated noncombustible weatherproof construction that meets or exceeds UL 263 & ASTM E-119, with multiple layers of UL Classified fire-resistant gypsum wallboard encased between exterior 12 gauge steel and interior heavy gauge Galvanneal sheet steel for maximum durability. Gypsum wallboard layers are offset with overlapping joints for maximum fire resistance. Conforms to NFPA 30 standards. Structure fabricated from 3" x 2" x 1/8" steel structural or mechanical tubing members placed on 24-inch on center. Building perimeter shall have 6"x3"x3/16" steel tubing below and above wall studs. The corner studs and door frame opening studs shall be 3"x3"x3/16". Framework connected by welding. Exterior sheets are connected to wall framework at each seam with a continuous weld. All framing members shall be mechanical or structural tubing; formed channels or studs are not acceptable.

ROOF SYSTEM: Two (2) hour fire rated Class A flame spread rating; wind uplift exceeds UL Rating I-60 and constructed of 4-hour fire rated weather proof noncombustible construction same as building walls. Roof Structural System is fabricated from 3.5" x 3.5" x 1/8" structural steel or mechanical tubing. Roof supports installed 24" inches on center. Exterior roof sheets are continuously welded to roof supports at each seam. All framing members are mechanical or structural tubing; formed channels or studs are not acceptable. 12 gauge steel roof with multiple layers of UL Classified fire resistant gypsum wallboard lined with heavy gauge Galvanneal steel sheets. Meets or exceeds UL 263 & ASTM-E119. Roof sloped to facilitate rain run off and equipped with rain shield over door(s).

FLOOR SYSTEM: Grating and Leak Proof Spill-Containment Sump Assembly is a 6" inch high assembly consisting of 1" inch deep welded steel floor grating over 6" inch deep leak proof secondary containment sump. Continuous steel floor grating throughout building, fabricated from welded steel grating with 1 x 3/16" bearing bars at 1 x 3/16" inches on center and crossbars at 4 inches on center. Grating material is galvanized steel. Sump is fabricated utilizing continuously welded 10 gauge steel sheets for maximum spill containment. Chemical-resistant epoxy coating is applied to secondary containment sump. Floor System is fabricated to comply with NAAMM MBG 531, "Metal Bar Grating Manual for Steel, Stainless Steel, and Aluminum Gratings and Stair Treads."

BUILDING BASE: Open channel construction, underside coated with chemical resistant epoxy for maximum corrosion resistance. Forklift pockets and hold-down brackets for ease of off-loading and relocation. Building base framing is capable of withstanding 1000 psf minimum. The building base is constructed in this manner to ensure the fork lifting, loading, transporting, offloading, and relocation do not affect this chemical storage building. This is to ensure the door openings remain square after lifting the building multiple times with a crane or fork trucks. The building base assembly shall consist of the following materials: 6 x 4 x 3/16" rectangular tubing, Hold Down Brackets welded to building are 1/4" thick plate steel angles, Floor Channel C 4x5.4, Floor Channel C6x8.2, and 4 x 2 x 1/8" rectangular tubing.

STATIC GROUNDING SYSTEM: One exterior grounding connection, one 10-foot long 5/8" diameter copper-clad steel grounding rod, one No. 4AWG copper conductor, and grounding lugs.

GRAVITY AIR FLOW VENTS: UL listed with 1-1/2 hour rated fire dampers with UL listed 165 degree fusible links. Dampers include louvers and screens to provide airflow and have a galvanized steel frame and curtain type galvanized steel blades.

BUILDING FINISH: Steel surfaces initially cleaned with non-petroleum solvent so they are free of oil and other contaminants. Interior and Exterior Finishes are comprised of chemical resistant steel primer and HIGRIP chemical resistant epoxy semi-gloss in choice of standard colors.

SIGNAGE: Permanent D.O.T. metal flip placard with rust proof aluminum holder and stainless steel clips on each door. One (1) pressure sensitive NFPA 704 Hazard Rating sign on each door.

APPROVALS: This unit will have Factory Mutual (FM Global) Approval and Warnock Hersey Approval. Third party and/or state approvals are available and are not included in this quotation unless noted.

Wind Load: 130 MPH Exposure C

Actual OD: 25'4" x 7'4" x 9'4"

Floor Load: 500 PSF

Actual ID: 124'0" x

Bldg Weight: 19,466 Lbs

Sump Floor Load: 1,000+ PSF

Included Accessories (Accessories may increase exterior dimensions.)

Standard Colors

(Please Circle One) Bleached Bone, Dove Gray, Barber Green, Aztec Brown, White. (If no color is circle the standard color will be bleached bone)

Qty 3 - 60" Double Leaf Door System 3 Hour Fire Rated

UL classified and labeled, three hour (3) fire-rated 60" double leaf steel door. Located on front of building. Equipped with a UL listed self closer, steel latch guard, surface slide bolt, positive pressure threshold and an exterior UL listed keyed lock. Suitable for all chemical storage models.

Qty 2 - Interior Separation Walls - 2 Hour bi-directional 8 Wide

2 hour fire-rated, bi-directional partition wall, with sump separator. Wall extends from the sump floor to the ceiling. Fabricated from UL Classified fire-resistive gypsum wallboard on each side of structural steel studs and covered with galvanized steel sheet.

Fiberglass Floor Grating - 1 Compartment

Square Molded Fiberglass Floor Grating made with Fire-Retardant Isophthalic Polyester Resin per ASTM E 84, Class 1. Corrosion and Ultraviolet (UV) Resistant 1-1/2" x 1-1/2" Grid and 69% Open Area for Ease of Flow Spills into Sump.

Qty 3 - Chemical Building Loading Ramp(s) (60"W x 88"L)

Access Ramp (60"W x 88"L) fabricated from 12 gauge steel. Color: Safety Yellow. Rated for 275 lbs per sq ft.

Optional Components (Non Included in Total Cost)

Explosion Relief Construction - Qty 1.....Optional, please add \$550.00 to total price.

Building designed to resist a minimum internal pressure of 100 psf. Pressure-relief panel(s) located on the exterior wall and are designed to release at an internal pressure of 20 psf. Open vent area is 1 sq. ft. per 50 cu. Ft. of interior volume. Each panel is equipped with Factory Mutual approval release fasteners and a restraint mechanism designed to cushion the panel's acceleration as the full open position is reached. Meets ASTM-D35, ASTM-E84, ASTM-E-283 & FM 1-44. and are designed to release at an internal pressure of 20 psf. Open vent area is 1 sq. ft. per 50 cu. Ft. of interior volume.

03/25/2008 15:37 FAX 6038639704

Newport Office #2

002/002



Newport Sand & Gravel Co., Inc.
P.O. Box 1000
Newport, NH 03773

803 863-1000
fax 803 863-3880

3/25/2008

Re: CITY OF LEBANON SOLID WASTE
LEBANON, NH

Please find below our prices for ready mixed concrete delivered to subject project.

ITEM	PRICE	UM
3000PSI	\$96	CY
3500PSI	\$98	CY
4000PSI	\$100	CY

Winter Service (Nov. 1st - March 31st) \$6.00 pcy

The above prices are Net 30 days and do not include any applicable state or local taxes.

The terms of this quote shall be valid for 60 days from date of letter.

A \$3.00 per cubic yard price increase will apply to all ready mix concrete sales after 12/31/08.

All loads 3 cubic yards or less will be subject to a \$75.00 delivery charge.

Please note, mid and high range water reducers, accelerators and retarders can be incorporated in the above concrete at an additional cost. We also offer construction supplies and concrete pumping services.

Please allow 7 business days for concrete mix design submittals.

If you should have any questions, please do not hesitate to call.

Respectfully,

William E. Ness